

Attachment 4

DOMINION RESOURCES, INC.
AND PARTICIPATING SUBSIDIARIES

AGREEMENT REGARDING THE
OPERATION OF, AND PARTICIPATION IN,
THE DOMINION SYSTEM MONEY POOL

WHEREAS, Dominion Resources, Inc. ("DRI") has provided and/or arranged for the short-term financing needs of itself and its subsidiary companies ("DRI System" or "System") from time to time;

WHEREAS, the Securities and Exchange Commission ("Commission"), in its order dated January 3, 2003, Release No. 35-27634 has authorized DRI to arrange for, and coordinate, the short-term cash borrowing needs and investment of excess short-term cash reserves of itself and certain of its subsidiary companies on an intercompany pooled basis through the DRI System Money Pool ("DRI Money Pool");

WHEREAS, Consolidated Natural Gas Company ("CNG"), a registered holding company subsidiary of DRI, may be a lender to, but not a borrower from, the DRI Money Pool, and

WHEREAS, the DRI Money Pool will be administered by Dominion Resources Services, Inc. ("DRI Services");

NOW, THEREFORE, DRI, each of the undersigned DRI subsidiaries, CNG and DRI Services, have signed this Agreement to set forth the terms of the operation of the DRI Money Pool, and the participation therein of DRI and CNG (as lenders to the DRI Money Pool), the administration thereof by DRI Services, and the participation therein of each of the undersigned DRI subsidiaries other than CNG (as lenders to and/or borrowers from the DRI Money Pool, each a "Participant") and those subsidiaries that shall subsequently become Participants therein by signing this Agreement or an amendment hereto.

ARTICLE I
GENERAL

1. Only subsidiaries of DRI, except CNG, can be Participants in the DRI Money Pool.
2. DRI Services hereby undertakes to operate the DRI Money Pool on behalf of the Participants. DRI Services undertakes to maintain a list of each Participant

in the DRI Money Pool. Exhibit A is a list of the Participants as of the date of this Agreement.

3. This Agreement shall be subject to the provisions of the Public Utility Holding Company Act of 1935, as it may be amended from time to time (the "Act"), any Rules promulgated under the Act, and any Orders issued from time to time by the Commission under the Act.
4. Upon payment of all outstanding loans from or deposits of Surplus Cash to the DRI Money Pool, accrued interest, and its allocable share of fees to DRI Services, any Participant may terminate its participation in the DRI Money Pool pursuant to this Agreement at any time.
5. All references herein to a public utility company mean a "public-utility company" as defined in Section 2(a)(5) of the Act
6. Funds in the DRI Money Pool will be held in two separate accounts - one for public utility company Participants ("Account A") and another for the Participants which are not public utility companies ("Account B"). Account A funds will not be loaned to non-public utility company Participants. A list of the Account A and Account B Participants is attached as Exhibit A.
7. This Agreement sets forth the procedures regarding the operation of the DRI Money Pool and the methods for each Participant to receive loans from the DRI Money Pool or to deposit excess cash reserves ("Surplus Cash") in the Money Pool under Account A and Account B for use by the Participants.

ARTICLE II BORROWINGS, DEPOSITS

1. Subject to any individual maximum borrowing limit that may be imposed by DRI, in its sole discretion, from time-to-time, and further subject to any limits that may be imposed on a consolidated System basis and have an effect on an individual Participant's borrowing limit, and further subject to any Orders issued from time to time by the Commission under the Act, each Participant shall be entitled, on request, to borrow from the DRI Money Pool various amounts in \$1,000 increments ("Loans"), and for such period as determined by the Participant.
2. Loans from the DRI Money Pool shall be made in the form of open account advances. Open account advances are repayable not more than one year from the date of the first advance.

3. Loans are payable on demand, may be prepaid without premium or penalty, and bear interest, payable monthly.
4. All Loans by a Participant from the DRI Money Pool shall be evidenced by book entries.
5. If any Participant has Surplus Cash in excess of its immediate needs, it may deposit such Surplus Cash in the DRI Money Pool under the appropriate Account A or Account B. DRI Services, as agent for the Participants, shall pool such Surplus Cash with all other funds available when determining the amount that must be borrowed from DRI or CNG from day to day.
6. Any Participant may withdraw funds contributed to the DRI Money Pool at any time.
7. All deposits of cash in the DRI Money Pool by DRI, CNG or deposits of Surplus Cash by a Participant shall be evidenced by book entries in the appropriate Account A and Account B and within the appropriate individual record for each Participant.
8. Each Participant agrees to keep DRI Services advised of its borrowing needs and/or Surplus Cash position. DRI Services shall utilize such information to determine the net borrowing needs or Surplus Cash position of the consolidated DRI System and coordinate borrowings from DRI or CNG to meet the net borrowing needs or arrange for the investment of Surplus Cash on behalf of the Participants.

ARTICLE III DETERMINATION OF BORROWING RATES

1. DRI Services will calculate, on a daily basis, the interest rate ("Daily Rate") applicable to all Loans by Participants from the DRI Money Pool.
2. The Daily Rate on Loans from the DRI Money Pool shall equal the effective weighted average rate of interest on DRI's outstanding commercial paper and/or revolving credit borrowings. If no such DRI borrowings are outstanding on the date of any outstanding Loan, then the interest rate shall be the Federal Funds' effective rate of interest as quoted daily by the Federal Reserve Bank of New York. The rate to be used for weekends and holidays will be the rate on the prior business day.
3. The Daily Rate shall be applied to the aggregate principal amount of any Loan of a Participant that remains outstanding at the end of any day.

ARTICLE IV DETERMINATION OF DEPOSIT RATES

1. Subject to paragraph 3 below, all deposits of cash in the DRI Money Pool by DRI and CNG or deposits of Surplus Cash deposited in the DRI Money Pool by a Participant, shall earn interest at the Daily Rate as calculated by DRI Services pursuant to Article III.
2. The Daily Rate shall be applied to the aggregate principal amount of any deposit of Surplus Cash that remains in the DRI Money Pool at the end of any day.
3. If, at any time, there is more Surplus Cash deposited by Participants in the DRI Money Pool than is needed by other Participants (such increment of Surplus Cash to be referred to as "Excess Surplus Cash"), DRI Services, as Agent for the Participants that deposited such Excess Surplus Cash, shall invest such Excess Surplus Cash in instruments which are authorized temporary cash investments under the Investment Policy of DRI as set forth in Exhibit B hereto. All interest accrued on such investments shall be allocable to the Participants that deposited such Excess Surplus Cash in the DRI Money Pool.

ARTICLE V RECORD OF CURRENT ACCOUNTS

1. DRI Services shall maintain a current daily accounting of all Loans from, or deposits of Surplus Cash in, the DRI Money Pool by each Account A Participant and each Account B Participant. Such accounting shall be maintained in electronic format and shall indicate the Daily Rate in effect from time to time.
2. Upon request, DRI Services shall provide any Participant copies of such current accounting.

ARTICLE VI INTEREST PAYMENTS

1. All accrued and unpaid interest on all Loans from the DRI Money Pool shall be payable monthly by each Participant until the principal amount of the Loan has been fully repaid.

2. Accrued interest on all deposits in the DRI Money Pool by DRI, CNG or a Participant shall be disbursed to the appropriate party on a monthly basis. DRI Services shall be entitled to apply any such interest payable against any outstanding interest receivable that may be due for Loans that may have been outstanding by a Participant at other times during that month.

ARTICLE VII AVAILABILITY OF FUNDS TO PARTICIPANTS

1. Based on the individual funding requirements communicated by each Participant to DRI Services from time to time, DRI Services shall endeavor to arrange borrowings from DRI so that the funding requirements of each Participant may be fully satisfied.
2. DRI and CNG may not borrow any funds from the DRI Money Pool. DRI and CNG, however, shall have the right to withdraw funds it has deposited in the DRI Money Pool to the extent such funds are no longer needed to cover the borrowing needs of subsidiary Participants.
3. In providing funds to DRI Money Pool Participants, DRI and CNG will give preference to the needs of Account A Participants.

ARTICLE VIII REPAYMENT OF LOANS

1. All Loans are payable upon demand by DRI Services.
2. Each Participant shall have the right at any time to fully repay to the Money Pool any outstanding Loan.

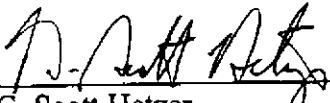
ARTICLE IX TERM, GOVERNING LAW

1. Subject to any Participant's individual right to terminate participation under this Agreement as set out in Article I, 5, this Agreement shall remain in effect until such date as may be approved by DRI, DRI Services and each Participant.
2. Notwithstanding the termination of participation in the DRI Money Pool by any Participant, this Agreement shall remain in effect with respect to all other Participants.

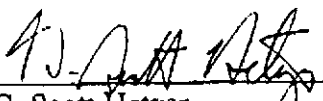
3. This Agreement may be amended or superseded at any time, by a written instrument signed by DRI, CNG, DRI Services and each Participant.
4. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement as of January 3, 2003.

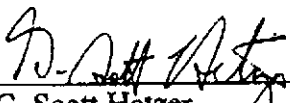
DOMINION RESOURCES, INC.

By: 
G. Scott Hetzer
Senior Vice President and Treasurer


CONSOLIDATED NATURAL GAS COMPANY

By: 
G. Scott Hetzer
Senior Vice President and Treasurer

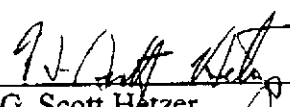
DOMINION RESOURCES SERVICES, INC.

By: 
G. Scott Hetzer
Senior Vice President and Treasurer

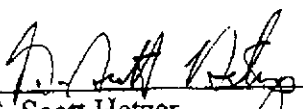
THE EAST OHIO GAS COMPANY

By: 
G. Scott Hetzer
Senior Vice President and Treasurer

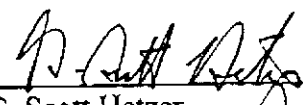
HOPE GAS, INC.

By: 
G. Scott Hetzer
Senior Vice President and Treasurer

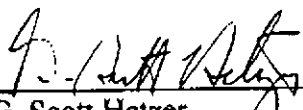
THE PEOPLES NATURAL GAS COMPANY

By: 
G. Scott Hetzer
Senior Vice President and Treasurer


DOMINION ENERGY, INC.

By: 
G. Scott Hetzer
Senior Vice President and Treasurer


DOMINION RESERVES, INC.

By: 
G. Scott Hetzer
Senior Vice President and Treasurer

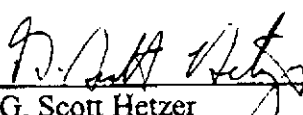
DOMINION OHIO ES, INC.

By: 
G. Scott Hetzer
Senior Vice President and Treasurer

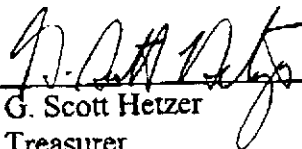
DOMINION ALLIANCE HOLDING, INC.

By: 
G. Scott Hetzer
Senior Vice President and Treasurer

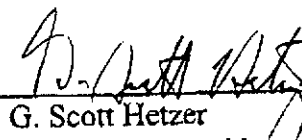
ELWOOD II HOLDINGS, LLC

By: 
G. Scott Hetzer
Treasurer

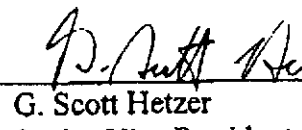
ELWOOD III HOLDINGS, LLC

By: 
G. Scott Hetzer
Treasurer

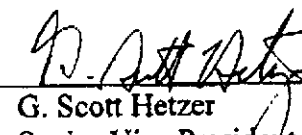
KINCAID GENERATION, LLC

By: 
G. Scott Hetzer
Senior Vice President and Treasurer


DT SERVICES, INC.

By: 
G. Scott Hetzer
Senior Vice President and Treasurer

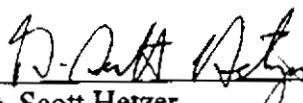
DOMINION METERING SERVICES, INC.

By: 
G. Scott Hetzer
Senior Vice President and Treasurer

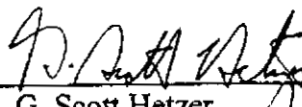
CNG INTERNATIONAL CORPORATION

By: 
G. Scott Hetzer
Senior Vice President and Treasurer


DOMINION IROQUOIS, INC.

By: 
G. Scott Hetzer
Senior Vice President and Treasurer

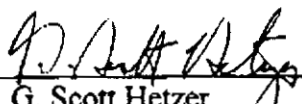
CNG PIPELINE COMPANY

By: 
G. Scott Hetzer
Senior Vice President and Treasurer

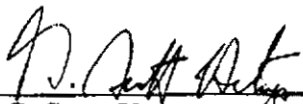
CNG POWER SERVICES CORPORATION

By: 
G. Scott Hetzer
Senior Vice President and Treasurer

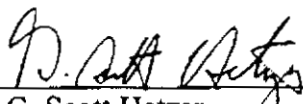
DOMINION EXPLORATION & PRODUCTION, INC.

By: 
G. Scott Hetzer
Senior Vice President and Treasurer

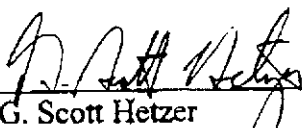
DOMINION PRODUCTS AND SERVICES, INC.

By: 
G. Scott Hetzer
Senior Vice President and Treasurer


DOMINION RETAIL, INC.

By: 
G. Scott Hetzer
Senior Vice President and Treasurer

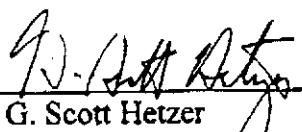
DOMINION FIELD SERVICES, INC.

By: 
G. Scott Hetzer
Senior Vice President and Treasurer

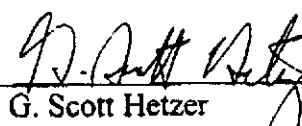
DOMINION TRANSMISSION, INC.

By: 
G. Scott Hetzer
Senior Vice President and Treasurer

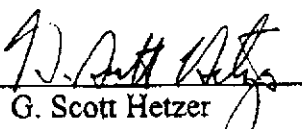
CNG MAIN PASS GAS GATHERING CORPORATION

By: 
G. Scott Hetzer
Senior Vice President and Treasurer

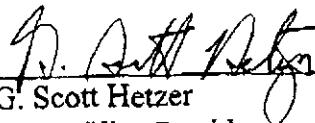
CNG OIL GATHERING CORPORATION

By: 
G. Scott Hetzer
Senior Vice President and Treasurer

DOMINION OKLAHOMA TEXAS EXPLORATION & PRODUCTION, INC.

By: 
G. Scott Hetzer
Senior Vice President and Treasurer

DOMINION GREENBRIER, INC.

By: 
G. Scott Hetzer
Senior Vice President and Treasurer

DOMINION NATURAL GAS STORAGE, INC.


By: 
G. Scott Hetzer
Senior Vice President and Treasurer

EXHIBIT A
to DRI Money Pool
Agreement

DOMINION SYSTEM
MONEY POOL

Participants as of January 3, 2003:

ACCOUNT A PARTICIPANTS

The East Ohio Gas Company

Hope Gas, Inc.

The Peoples Natural Gas Company

ACCOUNT B PARTICIPANTS

Dominion Energy, Inc.

Dominion Reserves, Inc.

Dominion Ohio ES, Inc.

Dominion Resources Services, Inc.

Dominion Alliance Holding, Inc.

Elwood II Holdings, LLC

E. wood III Holdings, LLC

Kincaid Generation, LLC

DT Services, Inc.

Dominion Metering Services, Inc.

CNG International Corporation

Dominion Iroquois, Inc.

CNG Pipeline Company

CNG Power Services Corporation

Dominion Exploration & Production, Inc.

Dominion Products and Services, Inc.

Dominion Retail, Inc.

Dominion Field Services, Inc.

Dominion Transmission, Inc.

CNG Main Pass Gas Gathering Corporation

CNG Oil Gathering Corporation

Dominion Oklahoma Texas Exploration & Production, Inc.

Dominion Greenbrier, Inc.

Dominion Natural Gas Storage, Inc.

EXHIBIT B
to DRI Money Pool
Agreement

AUTHORIZED TEMPORARY CASH INVESTMENTS UNDER SECTION III OF THE
INVESTMENT POLICY OF DOMINION RESOURCES, INC.

The following list represents the types of securities and the qualifications specific to each that are authorized to be purchased for the Company's account.

(A) U.S. Government Securities

- (1) Securities issued by the U. S. Treasury may be purchased. This includes Bills, Notes and Bonds.
- (2) Maximum maturity shall be one year.

(B) U. S. Government Agencies

- (1) Securities of the following government agencies may be purchased:

Federal National Mortgage Association
Government National Mortgage Association
Federal Home Loan Banks
Federal Land Banks
Federal Home Loan Mortgage Corporation
Federal Intermediate Credit Banks

- (2) Maximum maturity shall be one year.

(C) Certificates of Deposit

- (1) May purchase CDs issued by any bank headquartered in the United States meeting the following qualifications:
 - (a) Total assets must rank in the top 50 domestic bank universe.
 - (b) The bank must have a short-term debt rating no less than 'A-1' , 'P-1' by Standard & Poor's and Moody's, respectively.
- (2) Maximum maturity shall be one year.

(D) Banker's Acceptances

(1) May purchase BAs issued by any bank headquartered in the United States meeting the following qualifications:

(a) Total assets must rank in the top 50 domestic bank universe.

(b) The bank must have a short-term debt rating no less than 'A-1' , 'P-1' by Standard & Poor's and Moody's, respectively.

(2) May purchase BAs issued by a non-U.S. bank meeting the following qualifications:

(a) Total assets must rank in the top 25 worldwide bank universe.

(b) The Thomson BankWatch, Inc. quality rating must be 'A/B' or better.

(3) Maximum maturity shall be one year.

(E) Eurodollar Certificates of Deposit and Eurodollar Time Deposits

(1) May purchase Eurodollar CDs and Eurodollar Time Deposits issued by the London, Nassau or Cayman branches of any bank headquartered in the United States meeting the following qualifications:

(a) Total assets must rank in the top 50 domestic bank universe.

(b) The bank must have a short-term debt rating no less than 'A-1' , 'P-1' by Standard & Poor's and Moody's, respectively.

(2) May purchase Eurodollar CDs and Eurodollar Time Deposits issued by any non-U.S. bank meeting the following qualifications:

(a) Total assets must rank in the top 25 worldwide bank universe.

(b) The bank must have a short-term debt rating no less than 'A-1' , 'P-1' by Standard & Poor's and Moody's, respectively.

(3) Maximum maturity shall be one year.

(F) Commercial Paper

(1) May purchase CP from any issuer which has a short-term debt rating no less than 'A-1' , 'P-1' by Standard & Poor's and Moody's, respectively.

(2) Maximum maturity shall be 270 days.

(G) Repurchase Agreements

(1) May purchase Repos from any domestic bank that has met the criteria in C, above.

(2) May purchase Repos from any of the following securities firms:

J. P. Morgan , Securities, Inc.	Merrill Lynch
Morgan Stanley & Co.	Bank of America Securities
Credit Suisse-First Boston	Wachovia Capital Markets, Inc.
First Union Capital Markets, Inc.	Salomon-Smith Barney.
Goldman Sachs & Co.	SunTrust Capital Markets, Inc.

(3) Collateral to be accepted in a repurchase agreement must meet the following criteria:

(a) Consist of securities that meet or exceed quality guidelines to qualify for actual purchase. (Exception: No maximum maturity will apply to underlying collateral.)

(b) Market value of the underlying collateral must equal or exceed the principal amount of the repurchase agreement.

(4) Maximum maturity shall be two weeks or 10 business days.

(H) Tax-Exempt Commercial Paper

- (1) May purchase tax-exempt CP from any issuer which has a short-term debt rating no less than 'A-1', 'P-1' by Standard & Poor's and Moody's, respectively.
- (2) Maximum maturity shall be 270 days.

(I) Corporate Bonds

- (1) May purchase bonds issued by any non-associate corporation whose long-term debt ratings are no less than 'A' or 'A2' by Standard & Poor's or Moody's, respectively.
- (2) Investments shall be limited to securities which have one year or less remaining to maturity, or which can be tendered back to the issuer at par value one year or less from the date of purchase.

(J) Preferred Stock

- (1) May purchase preferred stock from any non-associate issuer whose preferred stock ratings are no less than 'A' or 'a2' by Standard & Poor's or Moody's, respectively.
- (2) Investments shall be limited to securities which have one year or less remaining to maturity, or which can be tendered back to the issuer at par value one year or less from the date of purchase.

(K) Money Market Funds

- (1) May purchase money market funds whose portfolio composition consists of securities which meet or exceed quality guidelines to qualify for actual purchase.